

EQUIPMENT RENTAL AGREEMENT

ATTACHMENT "A"

LESSEE NAME City of Lincoln - Fleet Services			DATE			GOV'T. BID NUMBER	DEALER ACCOUNT NUMBER
STREET ADDRESS 901 NO. 6th St.							
CITY Lincoln	STATE NE	ZIP CODE 68508	LESSOR NAME & ADDRESS Murphy Tractor & Equip. Co.				
TELEPHONE Area Code (402) 441-7705			6310 No. 56th St.				
NAME OF CONTACT Jim Chiles		PURCHASE ORDER NO.		Lincoln, NE 68504			
EQUIPMENT WILL BE USED AT: Lancaster Lincoln NE	(County) (City) (State)	COUNTY CODE NE109	LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT WRITTEN PERMISSION FROM LESSOR.				

Rentals are Payable in Advance of Use of Equipment

RENTAL TERM Begin Date: 11-01-2006 End Date: 03-01-2007	RENTAL IS: \$ 3,475.00 Per: <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month	MINIMUM RENTAL GUARANTEED BY LESSEE \$	ADDITIONAL CHARGES (Specify): \$
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DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
2006	770D	John Deere Motor Grader	DW770DX602770	100	296,711.00
TOTAL PRESENT VALUE					296,711.00

PURCHASER TYPE (check one) Non-governmental <input type="checkbox"/> S Small Fleet (less than 10) <input type="checkbox"/> M Medium Fleet (10-24) <input type="checkbox"/> L Large Fleet (25-74) <input checked="" type="checkbox"/> V Very Large Fleet (≥75) <small>Fleet Size = number of self propelled, off-road, construction machines in the customer's fleet (owned, leased or rented for 3 months or longer)</small> Governmental <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State/Province <input type="checkbox"/> 4 County <input checked="" type="checkbox"/> 5 City/Town/Village <input type="checkbox"/> 6 Armed Forces	MARKET USE (check one) Agriculture <input type="checkbox"/> 17 General Utility <input type="checkbox"/> 13 Livestock/Feedlot/Dairy <input type="checkbox"/> 15 Row Crop/Small Grain <input type="checkbox"/> 16 Specialty Crop <input type="checkbox"/> Building (above ground struts/pad/found) <input type="checkbox"/> 42 Non-residential <input type="checkbox"/> 41 Residential <input type="checkbox"/> 47 Demolition Earthmoving (Site prep/pad/found) <input type="checkbox"/> 40 Non-residential <input type="checkbox"/> 39 Residential <input type="checkbox"/> 12 Land Improvement <input type="checkbox"/> 78 Environmental Cleanup	Forestry <input type="checkbox"/> 21 Harvesting <input type="checkbox"/> 24 Log Loading & Handling <input type="checkbox"/> 22 Reforestation/Site Preparation <input type="checkbox"/> 23 Road Building & Maintenance <input type="checkbox"/> 93 Landscaping <input type="checkbox"/> 84 Landfill/Refuse Material Handling <input type="checkbox"/> 75 Asphalt/Concrete Prod <input type="checkbox"/> 77 Brick, Clay, Stone, Glass <input type="checkbox"/> 85 Chemical Plant <input type="checkbox"/> 81 Manufacturing & Ind. Use <input type="checkbox"/> 56 Port/Steve/Bulk Hdg <input type="checkbox"/> 76 Sand & Gravel/Stone <input type="checkbox"/> 86 Steel Mill	Mining & Quarrying <input type="checkbox"/> 34 Coal Mining <input type="checkbox"/> 31 Metallic Mining <input type="checkbox"/> 36 Stone / Aggregate <input type="checkbox"/> 80 Recycling Rental & Lease Companies <input type="checkbox"/> 96 Independent Rental Company <input type="checkbox"/> 90 John Deere Dealer owned/controlled Rental Company <input type="checkbox"/> 97 John Deere Dealership Road Building <input type="checkbox"/> 48 Bridge Construction <input type="checkbox"/> 49 Highways & Streets Construction <input type="checkbox"/> 51 Highways & Streets Paving <input type="checkbox"/> 67 Scrap Handling	Underground <input type="checkbox"/> 50 Energy Related Pipeline <input type="checkbox"/> 82 Gas/Water/Electric Util. Company <input type="checkbox"/> 43 Sewer and Water Systems <input type="checkbox"/> 81 Telephone Company Other <input type="checkbox"/> 71 Airports <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 92 Highway Mowing <input checked="" type="checkbox"/> 95 Light Duty Maintenance <input type="checkbox"/> 35 Oil Field <input type="checkbox"/> 87 Parks <input type="checkbox"/> 74 Railroads <input type="checkbox"/> 79 Cemeteries
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Lessor hereby leases to Lessee the equipment identified above ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above, subject to the provisions of Paragraph 4 on the reverse side hereof. The Equipment will be transported to and from Lessor's place of business during the rental term at Lessee's expense. Lessee also agrees to pay any additional charges noted above upon or before receiving the Equipment from the Lessor.

It is contemplated that the Equipment will be operated for not more than:

NO. OF HOURS IN ANY ONE DAY	NO. OF HOURS IN ANY ONE WEEK	NO. OF HOURS IN ANY ONE MONTH
8	40	100

Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours of use will be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If an hour meter is furnished, (1) Lessee agrees to keep it connected to the Equipment and in good working condition at all times, and (2) it will be used as the conclusive measure of the number of hours of operation.

If Lessee fails to return the Equipment by the end of the rental term, Lessee will pay additional rental, prorated at one and one-half times the normal rental, for each day that the Equipment remains unreturned.

Lessee assumes all risks and liability for and agrees to hold Lessor and its assigns harmless from all personal injuries and deaths, property damage, suits, claims (including third party claims), losses, expenses, costs, and attorney fees, arising from or in connection with the Lessee's use, possession, entrustment to others, or transportation of the Equipment. Lessee, at Lessee's own expense, will carry general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, unless greater liability limits are specified below.

PER OCCURRENCE LIMIT	AGGREGATE LIMIT

Lessee agrees to furnish a certificate of insurance to Lessor's satisfaction evidencing Lessee's compliance with the foregoing requirement and name the Lessor as an additional insured on the Lessee's general liability policy upon demand by Lessor.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF.

LESSEE (Customer) - All new equipment rented hereunder was received with Operator's Manuals, and operation and servicing have been explained to me.

SIGNATURE _____ DATE _____

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. The amount of any such loss or damage will be based on the value shown above. Damage to the Equipment, other than a total loss, will not abate or excuse the making of prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manner.

Lessee agrees to pay all operating and maintenance expenses while the Equipment is out of the Lessor's possession, and to make or secure any needed repairs. All repairs shall be at Lessee's expense, except to the extent that Lessor performs repairs and obtains compensation for doing so from the manufacturer. To the extent permitted by law, neither Lessor, its assigns, the wholesale distributor or the manufacturer makes any representation or promise as to the quality, performance or freedom from defect of the Equipment, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. Neither Lessor, its assigns, the wholesale distributor or the manufacturer will be liable for any incidental or consequential damages which may result from the use, performance or failure of the Equipment. Lessee acknowledges that the Equipment is of a size, design and capacity selected by Lessee and that Lessee is satisfied that the Equipment is suitable for Lessee's purposes.

Lessee will return the Equipment to Lessor in as good condition as received, reasonable wear and tear excepted, by the end of the rental term. If the Equipment is not in such good condition upon its return to Lessor and Lessor elects to repair it, Lessee will pay for such repairs at Lessor's regular shop rates.

Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided below or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and have a rental rate no greater than the rate for rental of the Equipment hereunder.

Upon or before the end of the rental term, Lessee may elect to purchase the Equipment for the "Total Present Value" specified on this Rental Agreement, and may apply to such purchase price _____ % of all rentals previously paid. An election to purchase will be evidenced by execution of a purchase order form supplied by Lessor.

LESSOR (Dealer) - The equipment rented hereunder was set up, inspected and, if new adjusted according to factory recommendations before delivery. Operation and servicing have been explained to the Lessee.

SIGNATURE _____ DATE _____

EQUIPMENT RENTAL AGREEMENT

ATTACHMENT "B"

LESSEE NAME City of Lincoln - Fleet Services		DATE		GOV'T. BID NUMBER	DEALER ACCOUNT NUMBER
STREET ADDRESS 901 No. 6th St.					
CITY Lincoln	STATE NE	ZIP CODE 68508	LESSOR NAME & ADDRESS Murphy Tractor & Equip. Co.		
TELEPHONE Area Code (402) 441-7705			6310 No. 56th St.		
NAME OF CONTACT Jim Chiles		PURCHASE ORDER NO.			
EQUIPMENT WILL BE USED AT: Lancaster		(County) (City) (State) Lincoln NE		COUNTY CODE NE109	LESSOR WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT WRITTEN PERMISSION FROM LESSOR.

Rentals are Payable in Advance of Use of Equipment

RENTAL TERM Begin Date: 11-01-2006 End Date: 03-01-2007	RENTAL IS: \$ 3,750.00 Per: <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month	MINIMUM RENTAL GUARANTEED BY LESSEE \$	ADDITIONAL CHARGES (Specify): \$
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DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
2005	772D	John Deere Motor Grader	DW772DX596205	350	344,205.00
TOTAL PRESENT VALUE					344,205.00

PURCHASER TYPE (check one) Non-governmental <input type="checkbox"/> S Small Fleet (less than 10) <input type="checkbox"/> M Medium Fleet (10-24) <input type="checkbox"/> L Large Fleet (25-74) <input checked="" type="checkbox"/> V Very Large Fleet (>75) <small>Fleet Size = number of self propelled, off-road, construction machines in the customer's fleet (owned, leased or rented for 3 months or longer)</small> Governmental <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State/Province <input type="checkbox"/> 4 County <input checked="" type="checkbox"/> 5 City/Town/Village <input type="checkbox"/> 6 Armed Forces	MARKET USE (check one) Agriculture <input type="checkbox"/> 17 General Utility <input type="checkbox"/> 13 Livestock/Feedlot/Dairy <input type="checkbox"/> 15 Row Crop/Small Grain <input type="checkbox"/> 16 Specialty Crop <input type="checkbox"/> Building (above ground struc/pad/found) <input type="checkbox"/> 42 Non-residential <input type="checkbox"/> 41 Residential <input type="checkbox"/> 47 Demolition <input type="checkbox"/> Earthmoving (Site prep/pad/found) <input type="checkbox"/> 40 Non-residential <input type="checkbox"/> 39 Residential <input type="checkbox"/> 12 Land Improvement <input type="checkbox"/> 78 Environmental Cleanup	Forestry <input type="checkbox"/> 21 Harvesting <input type="checkbox"/> 24 Log Loading & Handling <input type="checkbox"/> 22 Reforestation/Site Preparation <input type="checkbox"/> 23 Road Building & Maintenance <input type="checkbox"/> 93 Landscaping <input type="checkbox"/> 84 Landfill/Refuse Material Handling <input type="checkbox"/> 75 Asphalt/Concrete Prod <input type="checkbox"/> 77 Brick, Clay, Stone, Glass <input type="checkbox"/> 85 Chemical Plant <input type="checkbox"/> 61 Manufacturing & Ind. Use <input type="checkbox"/> 56 Port/Steve./Bulk Hdg <input type="checkbox"/> 76 Sand & Gravel/Stone <input type="checkbox"/> 86 Steel Mill	Mining & Quarrying <input type="checkbox"/> 34 Coal Mining <input type="checkbox"/> 31 Metallic Mining <input type="checkbox"/> 36 Stone / Aggregate <input type="checkbox"/> 80 Recycling Rental & Lease Companies <input type="checkbox"/> 96 Independent Rental Company <input type="checkbox"/> 90 John Deere Dealer owned/controlled Rental Company <input type="checkbox"/> 97 John Deere Dealership Road Building <input type="checkbox"/> 48 Bridge Construction <input type="checkbox"/> 49 Highways & Streets Construction <input type="checkbox"/> 51 Highways & Streets Paving <input type="checkbox"/> 67 Scrap Handling	Underground <input type="checkbox"/> 50 Energy Related Pipeline <input type="checkbox"/> 82 Gas/Water/Electric Util. Company <input type="checkbox"/> 43 Sewer and Water Systems <input type="checkbox"/> 81 Telephone Company Other <input type="checkbox"/> 71 Airports <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 82 Highway Mowing <input checked="" type="checkbox"/> 35 Light Duty Maintenance <input type="checkbox"/> 35 Oil Field <input type="checkbox"/> 87 Parks <input type="checkbox"/> 74 Railroads <input type="checkbox"/> 79 Cemeteries
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Lessor hereby leases to Lessee the equipment identified above ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above, subject to the provisions of Paragraph 4 on the reverse side hereof. The Equipment will be transported to and from Lessor's place of business during the rental term at Lessee's expense. Lessee also agrees to pay any additional charges noted above upon or before receiving the Equipment from the Lessor.

It is contemplated that the Equipment will be operated for not more than:

NO. OF HOURS IN ANY ONE DAY	NO. OF HOURS IN ANY ONE WEEK	NO. OF HOURS IN ANY ONE MONTH
8	40	100

Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours of use will be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If an hour meter is furnished, (1) Lessee agrees to keep it connected to the Equipment and in good working condition at all times, and (2) it will be used as the conclusive measure of the number of hours of operation.

If Lessee fails to return the Equipment by the end of the rental term, Lessee will pay additional rental, prorated at one and one-half times the normal rental, for each day that the Equipment remains unreturned.

Lessee assumes all risks and liability for and agrees to hold Lessor and its assigns harmless from all personal injuries and deaths, property damage, suits, claims (including third party claims), losses, expenses, costs, and attorney fees, arising from or in connection with the Lessee's use, possession, entrustment to others, or transportation of the Equipment. Lessee, at Lessee's own expense, will carry general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, unless greater liability limits are specified below.

PER OCCURRENCE LIMIT	AGGREGATE LIMIT

Lessee agrees to furnish a certificate of insurance to Lessor's satisfaction evidencing Lessee's compliance with the foregoing requirement and name the Lessor as an additional insured on the Lessee's general liability policy upon demand by Lessor.

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LESSEE (Customer) - All new equipment rented hereunder was received with Operator's Manuals, and operation and servicing have been explained to me.

SIGNATURE _____ DATE _____

LESSOR (Dealer) - The equipment rented hereunder was set up, inspected and, if new adjusted according to factory recommendations before delivery. Operation and servicing have been explained to the Lessee.

SIGNATURE *Branch Mgr* DATE *8.31.06*

EQUIPMENT RENTAL AGREEMENT

ATTACHMENT "C"

LESSEE NAME City of Lincoln - Fleet Services		DATE		GOV'T. BID NUMBER	DEALER ACCOUNT NUMBER
STREET ADDRESS 901 No. 6th St.					
CITY Lincoln	STATE NE	ZIP CODE 68508	LESSOR NAME & ADDRESS Murphy Tractor & Equip. Co.		
TELEPHONE Area Code (402) 441-7705			6310 No. 56th St.		
NAME OF CONTACT Jim Chiles		PURCHASE ORDER NO.			
EQUIPMENT WILL BE USED AT: Lancaster Lincoln NE		COUNTY CODE NE109		LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT WRITTEN PERMISSION FROM LESSOR.	

Rentals are Payable in Advance of Use of Equipment

RENTAL TERM Begin Date: 11-01-2006 End Date: 03-01-2007	RENTAL IS: \$ 3,395.00 Per: <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month	MINIMUM RENTAL GUARANTEED BY LESSEE \$	ADDITIONAL CHARGES (Specify): \$
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DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOURLY METER READING	PRESENT VALUE
2006	672D	John Deere Motor Grader	DW672DX603379	300	296,623.00
TOTAL PRESENT VALUE					296,623.00

PURCHASER TYPE (check one) Non-governmental <input type="checkbox"/> S Small Fleet (less than 10) <input type="checkbox"/> M Medium Fleet (10-24) <input type="checkbox"/> L Large Fleet (25-74) <input checked="" type="checkbox"/> V Very Large Fleet (≥75) <small>Fleet Size = number of self propelled, off-road, construction machines in the customer's fleet (owned, leased or rented for 3 months or longer)</small> Governmental <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State/Province <input checked="" type="checkbox"/> 4 County <input type="checkbox"/> 5 City/Town/Village <input type="checkbox"/> 6 Armed Forces	MARKET USE (check one) Agriculture <input type="checkbox"/> 17 General Utility <input type="checkbox"/> 13 Livestock/Feedlot/Dairy <input type="checkbox"/> 15 Row Crop/Small Grain <input type="checkbox"/> 16 Specialty Crop <input type="checkbox"/> Building (above ground struc/pad/found) <input type="checkbox"/> 42 Non-residential <input type="checkbox"/> 41 Residential <input type="checkbox"/> 47 Demolition Earthmoving (Site prep/pad/found) <input type="checkbox"/> 40 Non-residential <input type="checkbox"/> 39 Residential <input type="checkbox"/> 12 Land Improvement <input type="checkbox"/> 76 Environmental Cleanup	Forestry <input type="checkbox"/> 21 Harvesting <input type="checkbox"/> 24 Log Loading & Handling <input type="checkbox"/> 22 Reforestation/Site Preparation <input type="checkbox"/> 23 Road Building & Maintenance <input type="checkbox"/> 93 Landscaping <input type="checkbox"/> Landfill/Refuse <input type="checkbox"/> 75 Asphalt/Concrete Prod <input type="checkbox"/> 77 Brick, Clay, Stone, Glass <input type="checkbox"/> 85 Chemical Plant <input type="checkbox"/> 61 Manufacturing & Ind. Use <input type="checkbox"/> 56 Port/Steve./Bulk Hdq <input type="checkbox"/> 76 Sand & Gravel/Stone <input type="checkbox"/> 86 Steel Mill	Mining & Quarrying <input type="checkbox"/> 34 Coal Mining <input type="checkbox"/> 31 Metallic Mining <input type="checkbox"/> 36 Stone / Aggregate <input type="checkbox"/> 80 Recycling Rental & Lease Companies <input type="checkbox"/> 96 Independent Rental Company <input type="checkbox"/> 90 John Deere Dealer owned/controlled Rental Company <input type="checkbox"/> 97 John Deere Dealership Road Building <input type="checkbox"/> 48 Bridge Construction <input type="checkbox"/> 49 Highways & Streets Construction <input type="checkbox"/> 51 Highways & Streets Paving <input type="checkbox"/> 67 Scrap Handling	Underground <input type="checkbox"/> 50 Energy Related Pipeline <input type="checkbox"/> 82 Gas/Water/Electric Util. Company <input type="checkbox"/> 43 Sewer and Water Systems <input type="checkbox"/> Telephone Company Other <input type="checkbox"/> 71 Airports <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 92 Highway Mowing <input checked="" type="checkbox"/> 95 Light Duty Maintenance <input type="checkbox"/> 35 Oil Field <input type="checkbox"/> 87 Parks <input type="checkbox"/> 74 Railroads <input type="checkbox"/> 79 Cemeteries
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SIGNATURE _____ DATE _____

LESSOR (Dealer) - The equipment rented hereunder was set up, inspected and, if new adjusted according to factory recommendations before delivery. Operation and servicing have been explained to the Lessee.

SIGNATURE *Branch Mgr* DATE *8-31-06*